

1 Matthew R. Orr, Bar No. 211097
2 morr@calljensen.com
3 William P. Cole, Bar No. 186772
4 wcole@calljensen.com
5 CALL & JENSEN
6 A Professional Corporation
7 610 Newport Center Drive, Suite 700
8 Newport Beach, CA 92660
9 Tel: (949) 717-3000
10 Fax: (949) 717-3100

11 Appearance *Pro Hac Vice*:
12 Rakesh M. Amin, Illinois Bar No. 6228751
13 rakesh@amintalati.com
14 Ryan M. Kaiser, Illinois Bar No. 6269873
15 ryan@amintalati.com
16 Sanjay S. Karnik, Illinois Bar No. 6300156
17 sanjay@amintalati.com
18 AMIN TALATI & UPADHYE, LLC
19 100 S. Wacker Drive, Suite 2000
20 Chicago, IL 60606
21 Tel: (312) 327-3382
22 Fax: (312) 884-7352

23 Attorneys for Defendant Nutiva, Inc.

24 **UNITED STATES DISTRICT COURT**

25 **NORTHERN DISTRICT OF CALIFORNIA**

26 PRESTON JONES, on behalf of himself,
27 all others similarly situated, and the general
28 public,

Case No. 3:16-cv-00711 HSG

STIPULATED PROTECTIVE ORDER

29 Plaintiff,

30 vs.

31 NUTIVA, INC.,

32 Defendant.

33 Complaint Filed: January 8, 2016
34 Trial Date: None Set

35 **CALL &
36 JENSEN**
37 EST. 1971

1 1. PURPOSES AND LIMITATIONS

2 Disclosure and discovery activity in this action are likely to involve production of
3 confidential, proprietary, or private information for which special protection from
4 public disclosure and from use for any purpose other than prosecuting this litigation
5 may be warranted. Accordingly, the parties hereby stipulate to and petition the court to
6 enter the following Stipulated Protective Order. The parties acknowledge that this Order
7 does not confer blanket protections on all disclosures or responses to discovery and that
8 the protection it affords from public disclosure and use extends only to the limited
9 information or items that are entitled to confidential treatment under the applicable legal
10 principles. The parties further acknowledge, as set forth in Section 12.3, below, that this
11 Stipulated Protective Order does not entitle them to file confidential information under
12 seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the
13 standards that will be applied when a party seeks permission from the court to file
14 material under seal.

15 2. DEFINITIONS

16 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
17 information or items under this Order.

18 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how
19 it is generated, stored or maintained) or tangible things that qualify for protection under
20 Federal Rule of Civil Procedure 26(c).

21 2.3 Counsel (without qualifier): Outside Counsel of Record and House
22 Counsel (as well as their support staff).

23 2.4 Designating Party: a Party or Non-Party that designates information or
24 items that it produces in disclosures or in responses to discovery as
25 “CONFIDENTIAL.”

26 2.5 Disclosure or Discovery Material: all items or information, regardless of
27 the medium or manner in which it is generated, stored, or maintained (including, among
28

1 other things, testimony, transcripts, and tangible things), that are produced or generated
 2 in disclosures or responses to discovery in this matter.

3 2.6 Expert: a person with specialized knowledge or experience in a matter
 4 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
 5 expert witness or as a consultant in this action.

6 2.7 House Counsel: attorneys who are employees of a party to this action.
 7 House Counsel does not include Outside Counsel of Record or any other outside
 8 counsel.

9 2.8 Non-Party: any natural person, partnership, corporation, association, or
 10 other legal entity not named as a Party to this action.

11 2.9 Outside Counsel of Record: attorneys who are not employees of a party to
 12 this action but are retained to represent or advise a party to this action and have
 13 appeared in this action on behalf of that party or are affiliated with a law firm which has
 14 appeared on behalf of that party.

15 2.10 Party: any named party to this action, including all of its officers,
 16 directors, employees, consultants, retained experts, and Outside Counsel of Record (and
 17 their support staffs).

18 2.11 Producing Party: a Party or Non-Party that produces Disclosure or
 19 Discovery Material in this action.

20 2.12 Professional Vendors: persons or entities that provide litigation support
 21 services (e.g., photocopying, videotaping, translating, preparing exhibits or
 22 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
 23 their employees and subcontractors.

24 2.13 Protected Material: any Disclosure or Discovery Material that is
 25 designated as “CONFIDENTIAL.”

26 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material
 27 from a Producing Party.

28 / / /

CALL &
JENSEN
EST. 1971

1 3. SCOPE

2 The protections conferred by this Stipulation and Order cover not only Protected
 3 Material (as defined above), but also (1) any information copied or extracted from
 4 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
 5 Material; and (3) any testimony, conversations, or presentations by Parties or their
 6 Counsel that might reveal Protected Material. However, the protections conferred by
 7 this Stipulation and Order do not cover the following information: (a) any information
 8 that is in the public domain at the time of disclosure to a Receiving Party or becomes
 9 part of the public domain after its disclosure to a Receiving Party as a result of
 10 publication not involving a violation of this Order, including becoming part of the
 11 public record through trial or otherwise; and (b) any information known to the
 12 Receiving Party prior to the disclosure or obtained by the Receiving Party after the
 13 disclosure from a source who obtained the information lawfully and under no obligation
 14 of confidentiality to the Designating Party. Any use of Protected Material at trial shall
 15 be governed by a separate agreement or order.

16 4. DURATION

17 Even after final disposition of this litigation, the confidentiality obligations
 18 imposed by this Order shall remain in effect until a Designating Party agrees otherwise
 19 in writing or a court order otherwise directs. Final disposition shall be deemed to be the
 20 later of (1) dismissal of all claims and defenses in this action, with or without prejudice;
 21 and (2) final judgment herein after the completion and exhaustion of all appeals,
 22 rehearings, remands, trials, or reviews of this action, including the time limits for filing
 23 any motions or applications for extension of time pursuant to applicable law.

24 5. DESIGNATING PROTECTED MATERIAL

25 5.1 Exercise of Restraint and Care in Designating Material for Protection.
 26 Each Party or Non-Party that designates information or items for protection under this
 27 Order must take care to limit any such designation to specific material that qualifies
 28 under the appropriate standards. The Designating Party must designate for protection

1 only those parts of material, documents, items, or oral or written communications that
 2 qualify – so that other portions of the material, documents, items, or communications
 3 for which protection is not warranted are not swept unjustifiably within the ambit of this
 4 Order.

5 Mass, indiscriminate, or routinized designations are prohibited. Designations that
 6 are shown to be clearly unjustified or that have been made for an improper purpose
 7 (e.g., to unnecessarily encumber or retard the case development process or to impose
 8 unnecessary expenses and burdens on other parties) expose the Designating Party to
 9 sanctions. If it comes to a Designating Party’s attention that information or items that it
 10 designated for protection do not qualify for protection, that Designating Party must
 11 promptly notify all other Parties that it is withdrawing the mistaken designation.

12 5.2 Manner and Timing of Designations. Except as otherwise provided in this
 13 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or
 14 ordered, Disclosure or Discovery Material that qualifies for protection under this Order
 15 must be clearly so designated before the material is disclosed or produced.

16 Designation in conformity with this Order requires:

17 (a) for information in documentary form (e.g., paper or electronic documents,
 18 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
 19 Producing Party affix the legend “CONFIDENTIAL” to each page that contains
 20 protected material. If only a portion or portions of the material on a page qualifies for
 21 protection, the Producing Party also must clearly identify the protected portion(s) (e.g.,
 22 by making appropriate markings in the margins).

23 A Party or Non-Party that makes original documents or materials available for
 24 inspection need not designate them for protection until after the inspecting Party has
 25 indicated which material it would like copied and produced. During the inspection and
 26 before the designation, all of the material made available for inspection shall be deemed
 27 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants
 28 copied and produced, the Producing Party must determine which documents, or portions

1 thereof, qualify for protection under this Order. Then, before producing the specified
 2 documents, the Producing Party must affix the “CONFIDENTIAL” legend to each page
 3 that contains Protected Material. If only a portion or portions of the material on a page
 4 qualifies for protection, the Producing Party also must clearly identify the protected
 5 portion(s) (e.g., by making appropriate markings in the margins).

6 (b) for testimony given in deposition or in other pretrial or trial proceedings,
 7 that the Designating Party identify on the record, before the close of the deposition,
 8 hearing, or other proceeding, all protected testimony.

9 (c) for information produced in some form other than documentary and for
 10 any other tangible items, that the Producing Party affix in a prominent place on the
 11 exterior of the container or containers in which the information or item is stored the
 12 legend “CONFIDENTIAL.” If only a portion or portions of the information or item
 13 warrant protection, the Producing Party, to the extent practicable, shall identify the
 14 protected portion(s).

15 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
 16 failure to designate qualified information or items does not, standing alone, waive the
 17 Designating Party’s right to secure protection under this Order for such material. Upon
 18 timely correction of a designation, the Receiving Party must make reasonable efforts to
 19 assure that the material is treated in accordance with the provisions of this Order.

20 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

21 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
 22 designation of confidentiality at any time. Unless a prompt challenge to a Designating
 23 Party’s confidentiality designation is necessary to avoid foreseeable, substantial
 24 unfairness, unnecessary economic burdens, or a significant disruption or delay of the
 25 litigation, a Party does not waive its right to challenge a confidentiality designation by
 26 electing not to mount a challenge promptly after the original designation is disclosed.

27 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
 28 resolution process by providing written notice of each designation it is challenging and

1 describing the basis for each challenge. To avoid ambiguity as to whether a challenge
2 has been made, the written notice must recite that the challenge to confidentiality is
3 being made in accordance with this specific paragraph of the Protective Order. The
4 parties shall attempt to resolve each challenge in good faith and must begin the process
5 by conferring directly (in voice to voice dialogue; other forms of communication are not
6 sufficient) within 14 days of the date of service of notice. In conferring, the Challenging
7 Party must explain the basis for its belief that the confidentiality designation was not
8 proper and must give the Designating Party an opportunity to review the designated
9 material, to reconsider the circumstances, and, if no change in designation is offered, to
10 explain the basis for the chosen designation. A Challenging Party may proceed to the
11 next stage of the challenge process only if it has engaged in this meet and confer
12 process first or establishes that the Designating Party is unwilling to participate in the
13 meet and confer process in a timely manner.

14 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without
15 court intervention, the Designating Party shall file and serve a motion to retain
16 confidentiality under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5,
17 if applicable) within 21 days of the initial notice of challenge or within 14 days of the
18 parties agreeing that the meet and confer process will not resolve their dispute,
19 whichever is earlier. Each such motion must be accompanied by a competent
20 declaration affirming that the movant has complied with the meet and confer
21 requirements imposed in the preceding paragraph. Failure by the Designating Party to
22 make such a motion including the required declaration within 21 days (or 14 days, if
23 applicable) shall automatically waive the confidentiality designation for each
24 challenged designation. In addition, the Challenging Party may file a motion
25 challenging a confidentiality designation at any time if there is good cause for doing so,
26 including a challenge to the designation of a deposition transcript or any portions
27 thereof. Any motion brought pursuant to this provision must be accompanied by a
28

1 competent declaration affirming that the movant has complied with the meet and confer
 2 requirements imposed by the preceding paragraph.

3 The burden of persuasion in any such challenge proceeding shall be on the
 4 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,
 5 to harass or impose unnecessary expenses and burdens on other parties) may expose the
 6 Challenging Party to sanctions. Unless the Designating Party has waived the
 7 confidentiality designation by failing to file a motion to retain confidentiality as
 8 described above, all parties shall continue to afford the material in question the level of
 9 protection to which it is entitled under the Producing Party's designation until the court
 10 rules on the challenge.

11 7. ACCESS TO AND USE OF PROTECTED MATERIAL

12 7.1 Basic Principles. A Receiving Party may use Protected Material that is
 13 disclosed or produced by another Party or by a Non-Party in connection with this case
 14 only for prosecuting, defending, or attempting to settle this litigation. Such Protected
 15 Material may be disclosed only to the categories of persons and under the conditions
 16 described in this Order. When the litigation has been terminated, a Receiving Party
 17 must comply with the provisions of section 13 below (FINAL DISPOSITION).

18 Protected Material must be stored and maintained by a Receiving Party at a
 19 location and in a secure manner that ensures that access is limited to the persons
 20 authorized under this Order.

21 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
 22 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
 23 may disclose any information or item designated "CONFIDENTIAL" only to:

24 (a) the Receiving Party's Outside Counsel of Record in this action, as well as
 25 employees of said Outside Counsel of Record to whom it is reasonably necessary to
 26 disclose the information for this litigation and who have signed the "Acknowledgment
 27 and Agreement to Be Bound" that is attached hereto as Exhibit A;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff, professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court;

(f) during their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the “Acknowledgment and Agreement to be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order.

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as "CONFIDENTIAL," that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or

1 order is subject to this Protective Order. Such notification shall include a copy of this
 2 Stipulated Protective Order; and

3 (c) cooperate with respect to all reasonable procedures sought to be pursued
 4 by the Designating Party whose Protected Material may be affected.

5 If the Designating Party timely seeks a protective order, the Party served with the
 6 subpoena or court order shall not produce any information designated in this action as
 7 “CONFIDENTIAL” before a determination by the court from which the subpoena or
 8 order issued, unless the Party has obtained the Designating Party’s permission. The
 9 Designating Party shall bear the burden and expense of seeking protection in that court
 10 of its confidential material – and nothing in these provisions should be construed as
 11 authorizing or encouraging a Receiving Party in this action to disobey a lawful directive
 12 from another court.

13 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
 14 IN THIS LITIGATION

15 (a) The terms of this Order are applicable to information produced by a Non-
 16 Party in this action and designated as “CONFIDENTIAL.” Such information produced
 17 by Non-Parties in connection with this litigation is protected by the remedies and relief
 18 provided by this Order. Nothing in these provisions should be construed as prohibiting a
 19 Non-Party from seeking additional protections.

20 (b) In the event that a Party is required, by a valid discovery request, to
 21 produce a Non-Party’s confidential information in its possession, and the Party is
 22 subject to an agreement with the Non-Party not to produce the Non-Party’s confidential
 23 information, then the Party shall:

24 (1) promptly notify in writing the Requesting Party and the Non-Party that some
 25 or all of the information requested is subject to a confidentiality agreement with a Non-
 26 Party;

27
 28

CALL & JENSEN
EST. 1971

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party.

(c) If the Non-Party fails to object or seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
PROTECTED MATERIAL.

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior

1 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
 2 parties reach an agreement on the effect of disclosure of a communication or
 3 information covered by the attorney-client privilege or work product protection, the
 4 parties may incorporate their agreement in the stipulated protective order submitted to
 5 the court.

6 12. MISCELLANEOUS

7 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
 8 person to seek its modification by the court in the future.

9 12.2 Right to Assert Other Objections. By stipulating to the entry of this
 10 Protective Order no Party waives any right it otherwise would have to object to
 11 disclosing or producing any information or item on any ground not addressed in this
 12 Stipulated Protective Order. Similarly, no Party waives any right to object on any
 13 ground to use in evidence of any of the material covered by this Protective Order.

14 12.3 Filing Protected Material. Without written permission from the
 15 Designating Party or a court order secured after appropriate notice to all interested
 16 persons, a Party may not file in the public record in this action any Protected Material.
 17 A Party that seeks to file under seal any Protected Material must comply with Civil
 18 Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court
 19 order authorizing the sealing of the specific Protected Material at issue. Pursuant to
 20 Civil Local Rule 79-5, a sealing order will issue only upon a request establishing that
 21 the Protected Material at issue is privileged, protectable as a trade secret, or otherwise
 22 entitled to protection under the law. If a Receiving Party's request to file Protected
 23 Material under seal pursuant to Civil Local Rule 79-5(d) is denied by the court, then the
 24 Receiving Party may file the information in the public record pursuant to Civil Local
 25 Rule 79-5(e) unless otherwise instructed by the court.

26 13. FINAL DISPOSITION

27 Within 60 days after the final disposition of this action, as defined in paragraph 4,
 28 each Receiving Party must return all Protected Material to the Producing Party or

1 destroy such material. As used in this subdivision, “all Protected Material” includes all
 2 copies, abstracts, compilations, summaries, and any other format reproducing or
 3 capturing any of the Protected Material. Whether the Protected Material is returned or
 4 destroyed, the Receiving Party must submit a written certification to the Producing
 5 Party (and, if not the same person or entity, to the Designating Party) by the 60 day
 6 deadline that (1) identifies (by category, where appropriate) all the Protected Material
 7 that was returned or destroyed and (2) affirms that the Receiving Party has not retained
 8 any copies, abstracts, compilations, summaries or any other format reproducing or
 9 capturing any of the Protected Material. Notwithstanding this provision, Counsel are
 10 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and
 11 hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits,
 12 expert reports, attorney work product, and consultant and expert work product, even if
 13 such materials contain Protected Material. Any such archival copies that contain or
 14 constitute Protected Material remain subject to this Protective Order as set forth in
 15 Section 4 (DURATION).

16
 17 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
 18
 19

20 Dated: April 11, 2016

21 By:/s/ *Jack Fitzgerald*
 22 Jack Fitzgerald

23 THE LAW OFFICE OF JACK FITZGERALD, PC
 24 Jack Fitzgerald
 25 Trevor M. Flynn
 26 Melanie Persinger

27 THE LAW OFFICES OF PAUL K. JOSEPH, PC
 28 Paul K. Joseph

29 Attorneys for Plaintiff and Proposed Class

30
 31
 32
 33
 34
 35
 36
 37
 38
 39
 40
 41
 42
 43
 44
 45
 46
 47
 48
 49
 50
 51
 52
 53
 54
 55
 56
 57
 58
 59
 60
 61
 62
 63
 64
 65
 66
 67
 68
 69
 70
 71
 72
 73
 74
 75
 76
 77
 78
 79
 80
 81
 82
 83
 84
 85
 86
 87
 88
 89
 90
 91
 92
 93
 94
 95
 96
 97
 98
 99
 100
 101
 102
 103
 104
 105
 106
 107
 108
 109
 110
 111
 112
 113
 114
 115
 116
 117
 118
 119
 120
 121
 122
 123
 124
 125
 126
 127
 128
 129
 130
 131
 132
 133
 134
 135
 136
 137
 138
 139
 140
 141
 142
 143
 144
 145
 146
 147
 148
 149
 150
 151
 152
 153
 154
 155
 156
 157
 158
 159
 160
 161
 162
 163
 164
 165
 166
 167
 168
 169
 170
 171
 172
 173
 174
 175
 176
 177
 178
 179
 180
 181
 182
 183
 184
 185
 186
 187
 188
 189
 190
 191
 192
 193
 194
 195
 196
 197
 198
 199
 200
 201
 202
 203
 204
 205
 206
 207
 208
 209
 210
 211
 212
 213
 214
 215
 216
 217
 218
 219
 220
 221
 222
 223
 224
 225
 226
 227
 228
 229
 230
 231
 232
 233
 234
 235
 236
 237
 238
 239
 240
 241
 242
 243
 244
 245
 246
 247
 248
 249
 250
 251
 252
 253
 254
 255
 256
 257
 258
 259
 260
 261
 262
 263
 264
 265
 266
 267
 268
 269
 270
 271
 272
 273
 274
 275
 276
 277
 278
 279
 280
 281
 282
 283
 284
 285
 286
 287
 288
 289
 290
 291
 292
 293
 294
 295
 296
 297
 298
 299
 300
 301
 302
 303
 304
 305
 306
 307
 308
 309
 310
 311
 312
 313
 314
 315
 316
 317
 318
 319
 320
 321
 322
 323
 324
 325
 326
 327
 328
 329
 330
 331
 332
 333
 334
 335
 336
 337
 338
 339
 340
 341
 342
 343
 344
 345
 346
 347
 348
 349
 350
 351
 352
 353
 354
 355
 356
 357
 358
 359
 360
 361
 362
 363
 364
 365
 366
 367
 368
 369
 370
 371
 372
 373
 374
 375
 376
 377
 378
 379
 380
 381
 382
 383
 384
 385
 386
 387
 388
 389
 390
 391
 392
 393
 394
 395
 396
 397
 398
 399
 400
 401
 402
 403
 404
 405
 406
 407
 408
 409
 410
 411
 412
 413
 414
 415
 416
 417
 418
 419
 420
 421
 422
 423
 424
 425
 426
 427
 428
 429
 430
 431
 432
 433
 434
 435
 436
 437
 438
 439
 440
 441
 442
 443
 444
 445
 446
 447
 448
 449
 450
 451
 452
 453
 454
 455
 456
 457
 458
 459
 460
 461
 462
 463
 464
 465
 466
 467
 468
 469
 470
 471
 472
 473
 474
 475
 476
 477
 478
 479
 480
 481
 482
 483
 484
 485
 486
 487
 488
 489
 490
 491
 492
 493
 494
 495
 496
 497
 498
 499
 500
 501
 502
 503
 504
 505
 506
 507
 508
 509
 510
 511
 512
 513
 514
 515
 516
 517
 518
 519
 520
 521
 522
 523
 524
 525
 526
 527
 528
 529
 530
 531
 532
 533
 534
 535
 536
 537
 538
 539
 540
 541
 542
 543
 544
 545
 546
 547
 548
 549
 550
 551
 552
 553
 554
 555
 556
 557
 558
 559
 560
 561
 562
 563
 564
 565
 566
 567
 568
 569
 570
 571
 572
 573
 574
 575
 576
 577
 578
 579
 580
 581
 582
 583
 584
 585
 586
 587
 588
 589
 590
 591
 592
 593
 594
 595
 596
 597
 598
 599
 600
 601
 602
 603
 604
 605
 606
 607
 608
 609
 610
 611
 612
 613
 614
 615
 616
 617
 618
 619
 620
 621
 622
 623
 624
 625
 626
 627
 628
 629
 630
 631
 632
 633
 634
 635
 636
 637
 638
 639
 640
 641
 642
 643
 644
 645
 646
 647
 648
 649
 650
 651
 652
 653
 654
 655
 656
 657
 658
 659
 660
 661
 662
 663
 664
 665
 666
 667
 668
 669
 670
 671
 672
 673
 674
 675
 676
 677
 678
 679
 680
 681
 682
 683
 684
 685
 686
 687
 688
 689
 690
 691
 692
 693
 694
 695
 696
 697
 698
 699
 700
 701
 702
 703
 704
 705
 706
 707
 708
 709
 710
 711
 712
 713
 714
 715
 716
 717
 718
 719
 720
 721
 722
 723
 724
 725
 726
 727
 728
 729
 730
 731
 732
 733
 734
 735
 736
 737
 738
 739
 740
 741
 742
 743
 744
 745
 746
 747
 748
 749
 750
 751
 752
 753
 754
 755
 756
 757
 758
 759
 760
 761
 762
 763
 764
 765
 766
 767
 768
 769
 770
 771
 772
 773
 774
 775
 776
 777
 778
 779
 780
 781
 782
 783
 784
 785
 786
 787
 788
 789
 790
 791
 792
 793
 794
 795
 796
 797
 798
 799
 800
 801
 802
 803
 804
 805
 806
 807
 808
 809
 810
 811
 812
 813
 814
 815
 816
 817
 818
 819
 820
 821
 822
 823
 824
 825
 826
 827
 828
 829
 830
 831
 832
 833
 834
 835
 836
 837
 838
 839
 840
 841
 842
 843
 844
 845
 846
 847
 848
 849
 850
 851
 852
 853
 854
 855
 856
 857
 858
 859
 860
 861
 862
 863
 864
 865
 866
 867
 868
 869
 870
 871
 872
 873
 874
 875
 876
 877
 878
 879
 880
 881
 882
 883
 884
 885
 886
 887
 888
 889
 890
 891
 892
 893
 894
 895
 896
 897
 898
 899
 900
 901
 902
 903
 904
 905
 906
 907
 908
 909
 910
 911
 912
 913
 914
 915
 916
 917
 918
 919
 920
 921
 922
 923
 924
 925
 926
 927
 928
 929
 930
 931
 932
 933
 934
 935
 936
 937
 938
 939
 940
 941
 942
 943
 944
 945
 946
 947
 948
 949
 950
 951
 952
 953
 954
 955
 956
 957
 958
 959
 960
 961
 962
 963
 964
 965
 966
 967
 968
 969
 970
 971
 972
 973
 974
 975
 976
 977
 978
 979
 980
 981
 982
 983
 984
 985
 986
 987
 988
 989
 990
 991
 992
 993
 994
 995
 996
 997
 998
 999
 1000
 1001
 1002
 1003
 1004
 1005
 1006
 1007
 1008
 1009
 10010
 10011
 10012
 10013
 10014
 10015
 10016
 10017
 10018
 10019
 10020
 10021
 10022
 10023
 10024
 10025
 10026
 10027
 10028
 10029
 10030
 10031
 10032
 10033
 10034
 10035
 10036
 10037
 10038
 10039
 10040
 10041
 10042
 10043
 10044
 10045
 10046
 10047
 10048
 10049
 10050
 10051
 10052
 10053
 10054
 10055
 10056
 10057
 10058
 10059
 10060
 10061
 10062
 10063
 10064
 10065
 10066
 10067
 10068
 10069
 10070
 10071
 10072
 10073
 10074
 10075
 10076
 10077
 10078
 10079
 10080
 10081
 10082
 10083
 10084
 10085
 10086
 10087
 10088
 10089
 10090
 10091
 10092
 10093
 10094
 10095
 10096
 10097
 10098
 10099
 100100
 100101
 100102
 100103
 100104
 100105
 100106
 100107
 100108
 100109
 100110
 100111
 100112
 100113
 100114
 100115
 100116
 100117
 100118
 100119
 100120
 100121
 100122
 100123
 100124
 100125
 100126
 100127
 100128
 100129
 100130
 100131
 100132
 100133
 100134
 100135
 100136
 100137
 100138
 100139
 100140
 100141
 100142
 100143
 100144
 100145
 100146
 100147
 100148
 100149
 100150
 100151
 100152
 100153
 100154
 100155
 100156
 100157
 100158
 100159
 100160
 100161
 100162
 100163
 100164
 100165
 100166
 100167
 100168
 100169
 100170
 100171
 100172
 100173
 100174
 100175
 100176
 100177
 100178
 100179
 100180
 100181
 100182
 100183
 100184
 100185
 100186
 100187
 100188
 100189
 100190
 100191
 100192
 100193
 100194
 100195
 100196
 100197
 100198
 100199
 100200
 100201
 100202
 100203
 100204
 100205
 100206
 100207
 100208
 100209
 100210
 100211
 100212
 100213
 100214
 100215
 100216
 100217
 100218
 100219
 100220
 100221
 100222
 100223
 100224
 100225
 100226
 100227
 100228
 100229
 100230
 100231
 100232
 100233
 100234
 100235
 100236
 100237
 100238
 100239
 100240
 100241
 100242
 100243
 100244
 100245
 100246
 100247
 100248
 100249
 100250
 100251
 100252
 100253
 100254
 100255
 100256
 100257
 100258
 100259
 100260
 100261
 100262
 100263
 100264
 100265
 100266
 100267
 100268
 100269
 100270
 100271
 100272
 100273
 100274
 100275
 100276
 100277
 100278
 100279
 100280
 100281
 100282
 100283
 100284
 100285
 100286
 100287
 100288
 100289
 100290
 100291
 100292
 100293
 100294
 100295
 100296
 100297
 100298
 100299
 100300
 100301
 100302
 100303
 100304
 100305
 100306
 100307
 100308
 100309
 100310
 100311
 100312
 100313
 100314
 100315
 100316
 100317
 100318
 100319
 100320
 100321
 100322
 100323
 100324
 100325
 100326
 100327
 100328
 100329
 100330
 100331
 100332
 100333
 100334
 100335
 100336
 100337
 100338
 100339
 100340
 100341
 100342
 100343
 100344
 100345
 100346
 100347
 100348
 100349
 100350
 100351
 100352
 100353
 100354
 100355
 100356
 100357
 100358
 100359
 100360
 100361
 100362
 100363
 100364
 100365
 100366
 100367
 100368
 100369
 100370
 100371
 100372
 100373
 100374
 100375
 100376
 100377
 100378
 100379
 100380
 100381
 100382
 100383
 100384
 100385
 100386
 100387
 100388
 100389
 100390
 100391
 100392
 100393
 100394
 100395
 100396
 100397
 100398
 1

1 Dated: April 11, 2016

2 By: /s/ William P. Cole
3 William P. Cole

4 CALL & JENSEN
5 A Professional Corporation
6 Matthew R. Orr
7 William P. Cole

8 AMIN TALATI & UPADHYE, LLC
9 Rakesh M. Amin
10 Ryan M. Kaiser
11 Sanjay S. Karnik

12 Attorneys for Defendant Nutiva, Inc.

13 **SIGNATURE ATTESTATION**

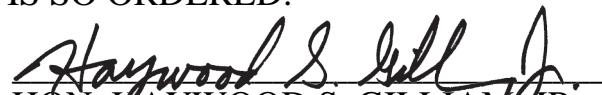
14 I hereby attest that I have on file all holographic signatures corresponding to any
15 signatures indicated by a conformed signature (/S/) within this e-filed document.

16 April 11, 2016

17 /s/ William P. Cole
18 William P. Cole

19 PURSUANT TO STIPULATION, IT IS SO ORDERED.

20 DATED: 4/13/2016

21 
22 HON. HAYWOOD S. GILLIAM, JR.
23 UNITED STATES DISTRICT JUDGE

24 **CALL &
25 JENSEN**
26 EST. 1971
27

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
[print or type full address], declare under penalty of perjury that I have read in its entirety
and understand the Stipulated Protective Order that was issued by the United States
District Court for the Northern District of California on [date] in the case of *Jones v.*
Nutiva, Inc., 16-CV-00711-HSG. I agree to comply with and to be bound by all the terms
of this Stipulated Protective Order and I understand and acknowledge that failure to so
comply could expose me to sanctions and punishment in the nature of contempt. I
solemnly promise that I will not disclose in any manner any information or item that is
subject to this Stipulated Protective Order to any person or entity except in strict
compliance with the provisions of this Order.

13 I further agree to submit to the jurisdiction of the United States District Court for
14 the Northern District of California for the purpose of enforcing the terms of this
15 Stipulated Protective Order, even if such enforcement proceedings occur after termination
16 of this action.

17 I hereby appoint _____ [print or type full name] of
18 _____ [print or type full address and telephone
19 number] as my California agent for service of process in connection with this action or
20 any proceedings related to enforcement of this Stipulated Protective Order.

22 | Date:

23 City and State where sworn and signed:

25 Printed name:

27 | Signature: _____

CERTIFICATE OF SERVICE

I hereby certify that on April 11, 2016, I electronically filed the foregoing document described as STIPULATED PROTECTIVE ORDER with the Clerk of the Court using the CM/ECF System which will send notification of such filing via electronic mail to all counsel of record.

/s/ William P. Cole

William P. Cole

CALL &
JENSEN
EST 1981